

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>1</u>  TO LEASE NO. GS-04P-60306
ADDRESS OF PREMISES 1501 Biscayne Blvd., Ste 300 Miami, FL 33132-1460	PDN Number: N/A

THIS AMENDMENT is made and entered into between

whose address is: Resorts World OMNI LLC  
 1501 Biscayne Blvd.  
 Miami, FL 33132-1460

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term for a period of 8 months.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 4<sup>th</sup>, 2016 as follows:

- I. This Lease Amendment No. 1 deletes paragraph 1.01 THE PREMISES (JUN 2012) from Lease LFL60306 and replaces it with the following:

**1.01 THE PREMISES (Jun 2012)**


The Premises are described as follows:

- A. Office and Related Space: **61,024** rentable square feet (RSF), divided into **55,507** rentable square feet (RSF) of office and related Space located on the **3** floor(s) of the Building, known as Suite 320, and **5,517** rentable square feet (RSF) of office and related space, and known as Suite 310, as depicted on the floor plan(s) attached hereto as Exhibit 1.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **15** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.


This Lease Amendment contains 2 page.

All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

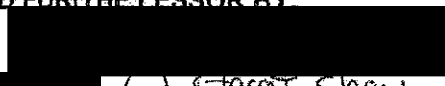
FOR THE LESSOR:

Signature:   
 Name: Christina Hoppel  
 Title: Manager  
 Entity Name: Resorts World Omni LLC  
 Date: 5-16-16

FOR THE GOVERNMENT:

Signature:   
 Name: Jamie Thompson  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 5/24/16

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: C. Stacey Shaw  
 Title: Executive Assistant  
 Date: 5/16/16

- II. This Lease Amendment No. 1 deletes paragraph 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) from Lease LFL60306 and replaces it with the following:

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 29 parking spaces, reserved for the exclusive use of the Government, of which 22 spaces shall be structured/inside parking spaces for Suite 310, and 7 spaces shall be structured/inside parking spaces for Suite 320. 0 spaces shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. In the event the Government needs additional parking spaces for its employees, the employees shall contract directly with the parking operator on behalf of the Lessor.

- III. This Lease Amendment No. 1 deletes paragraph 1.03 RENT AND OTHER CONSIDERATION (APR 2015) from Lease LFL60306 and replaces it with the following:

**1.03 RENT AND OTHER CONSIDERATION (APR 2015)**

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,429,365.40
TENANT IMPROVEMENTS RENT	N/A
OPERATING COSTS <sup>2</sup>	\$355,159.68
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	N/A
PARKING	N/A
<b>TOTAL ANNUAL RENT</b>	<b>\$2,784,525.12</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$39.81 per RSF multiplied by 61,024 RSF

<sup>2</sup>Rent shall be escalated annually by multiplying the base rate by the annual percent of change in the amount of three percent (3%).

<sup>3</sup>The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 10 years.

<sup>4</sup>Operating Costs rent calculation: \$5.82 per RSF multiplied by 61,024 RSF

<sup>5</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

<sup>6</sup>Parking costs as described in sub-paragraph H below.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 53,064 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517 but never less than 50,000 ABOA SF.

- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

INITIALS:

*SH*  
LESSOR

&

*[Signature]*  
GOVT

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Fee for additional 22 parking spaces offered through this amendment shall be included in the rent and provided at an additional rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside). Any additional parking requested by the Government for its employees shall be handled by its employees directly with the parking operator on behalf of the Lessor.

IV. This Lease Amendment No. 1 deletes paragraph 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) from Lease LFL60306 and replaces it with the following:

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$57.67 per ABOA SF or Three Million Fifty-Nine Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$3,059,995.00), of which \$2,783,340.00 will be designated for GSA Asylum Office improvements and \$276,655.00 will be designated for Customs and Border Protection Office improvements. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. The Government shall be responsible for any costs for tenant improvements in excess of the TIA.

V. This Lease Amendment No. 1 deletes paragraph 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) from Lease LFL60306 and replaces it with the following:

**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 14.03 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 61,024 RSF by the total Building space of 435,000 RSF.

VI. This Lease Amendment No. 1 deletes paragraph 1.15 OPERATING COST BASE (SEP 2013) from Lease LFL60306 and replaces it with the following:

**1.02 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.82 per RSF (\$355,159.68/annum).

VII. **BROKERAGE** Continental Real Estate Companies (CREC) represents the Lessor. No broker, agent, or other intermediary represents the Government in connection with the transactions contemplated under this agreement.

INITIALS:

JH  
LESSOR

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[Signature]  
GOVT